

Commonwealth of Virginia

REQUEST FOR APPLICATIONS (RFA)

Issue Date: January 31, 2006

RFA #720C-04044-06M

Title: Promising Prevention Program Evaluation Initiative

Issuing Agency: Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS), P. O. Box 1797, Richmond, Virginia 23218-1797

Location Where Work Shall Be Performed: Commonwealth of Virginia - Statewide

Period of the Contract: Twelve (12) months from date of when program evaluator starts.

Renewals: None

All inquiries for information shall be directed to:

Application Preparation and General Procedural Queries:	Mike Oprysko 804-786-6562
Copies of RFA:	

NOTE:

CSBs/BHAs who expect to submit an application in response to this solicitation are requested to return Form 1 – Intention to Respond via fax to 804-786-3827 no later than close of business on February 28, 2006.

To ensure that all questions receive responses, interested CSBs/BHAs are requested to submit questions via fax to 804-786-3827 using the enclosed Form 2—Fax Back Solicitation Questions including e-mail address, voice and fax phone numbers by no later than 3:00 pm EST on March 15, 2006. No other questions will be responded to after the March 15, 2006 deadline

May be obtained at <http://www.dmhmrsas.virginia.gov/>. Click on link to Procurement/Solicitations and then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

Applications shall be received until 3:00 pm, EST April 27, 2006.

IF Applications ARE MAILED, **SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE.** IF Applications ARE HAND DELIVERED OR MAILED FOR SPECIAL DELIVERY TO OUR OFFICES, **DELIVER TO: Jefferson Building, 1220 Bank Street, First Floor, Office of Administrative Services, Richmond, Virginia 23219.** Envelopes should be labeled with the RFA number and opening date (April 28, 2006) and time (3:00 PM EST). If an Application is not properly identified, the Applicant takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the offer to be disqualified.

It is the Applicant's responsibility to ensure that solicitation documents are received in the DMHMRSAS Procurement Office by the date and time stipulated above.

IN COMPLIANCE WITH THIS REQUEST FOR Applications AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED Application OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Applicant - Name and Address:

Date: _____

By: _____

(Official Signature in Ink)

Telephone:

Printed

Name: _____

FEI/FIN Number:

Title: _____

****One complete RFA must be filled out, signed and return with the application submission. It is not required to submit more than one copy of the signed RFA with your one (1) original and four (4) copies of your application.**

FORM 1 – INTENTION TO RESPOND

No Fax Cover Sheet Is Required

RFA #720C-04044-06M

FAX BACK:

Your assistance is requested. Please fax back by February 28, 2006.

TO: Procurement Operations – Office of Administrative Services
Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services
Richmond, Virginia 23218

FAX TO: 804-786-3827

The organization below (check any that apply):

☐ Intends to prepare and submit an application to the above referenced solicitation.

Our contact person will be: _____

Contact voice phone number is: _____

Contact fax number is: _____

Contact E-Mail Address: _____

☐ Does NOT intend to respond to the above referenced solicitation.

☐ Other message: _____

CSB Name: _____

Person Responding: _____

Voice Phone: _____ Fax: _____

FORM 2-- Fax Back Application Questions

(Applicants to reproduce as needed.)

No Fax Cover Sheet Is Required

RFA #720C-04044-06M

FAX BACK - Application Questions no later than March 15, 2006:

TO: Office of Administrative Services
Virginia Dept. of Mental Health, Mental Retardation and Substance Abuse Services
Richmond, Virginia 23218

FAX TO: 804-786-3827

Please record your question(s) regarding the above referenced solicitation:

CSB Name:

Your Name:

Your Voice Phone:

Fax Phone:

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1.0 PURPOSE AND BACKGROUND:

The purpose of this Request for Application (RFA) is to solicit Applications from the forty (40) community services boards/behavioral health authorities, through competitive grant funding process, for funding to contract with a professional prevention program evaluator to plan and implement an evaluation of a non-evidence-based promising prevention program.

One (1) grant award of up to \$20,000 will be awarded for a period of twelve (12) months from date when the program evaluator starts.

Funds shall be used to support the evaluation of a promising prevention program that meets or exceeds the criteria described below. The evaluation shall include both process and outcome evaluation. The outcome evaluation shall include the Substance Abuse and Mental Health Services Administration (SAMHSA) National Outcome Measures for substance abuse prevention.

A grant award shall only be made to a program that meet or exceeds the following criteria:

- Programs that have been conducted for more than 5 years and that have some preliminary evaluation data;
- Programs that target universal or selected populations;
- Programs that address identified risk and protective factors;
- Programs that target problems and intervening variables identified by the Community Youth Survey, the Community Profiles from the State Indicator Database, and the community prevention plan and that are sanctioned by the Prevention planning coalition;
- Programs that plan for repetition of time-limited programs, recruitment and retaining of program participants, and evaluation procedures;
- Programs that provide a detailed plan for sustainability while the evaluation is grant funded so that the evaluation can continue once grant period ends;
- Programs that involve more than one community partner in providing program service components;
- Programs with content promoting protective factors and reducing or reverse risk factors;
- Programs with content and materials that are culturally and age appropriate;
- Programs in which members of the target population are involved in the needs assessment, planning, marketing, implementation and evaluation of the program or practice;
- Programs that are conducted by trained implementers;
- Programs that utilize one or more recognized effective principles in one or more domains; and

- Programs that are managed and conducted by CSB/BHA personnel rather than a program developed and conducted by contractors who have been contracted to provide prevention services.

Evaluation grant funds shall NOT be used to evaluate services to children or adults who are receiving or identified as needing treatment services.

Grant funds shall also NOT be used to evaluate a program supported by grants funds from another state or federal agency.

Program Evaluation:

All applicants must utilize the KIT Prevention System to enter program data. Data shall be kept current and input weekly.

Applications shall include plans for process and quantitative evaluation for each time the program is conducted.

Process Evaluation:

The **Process evaluation plan** shall address:

- The organizational approach to implementing the selected program;
- The role of the prevention planning group in the implementation and evaluation of the program;
- The communication and collaboration efforts of the agencies/groups providing program components;
- Staff qualifications, hiring processes, and supervision;
- Training for program staff, community members, and others related to the program;
- Program service costs and unit costs;
- The process to maintain the fidelity of the selected program;
- Barriers and facilitators to implementation of the program;
- Accessibility, availability, and utilization assessments;
- Written materials used;
- Topics or activities planned but not covered;
- Dates and length of time of activities;
- Efforts to recruit and retain program participants;
- Description of the participants;
- Description of participants targeted for the program but who declined to participate;
- Explanations for the discrepancy between the projected and actual participation;
- Relationship of content to participant attendance;
- The participants evaluation of the activities;
- Description of how program participants were included in the evaluation process;
- The use of feedback to improve the process of delivering the program in the future; and
- Lessons learned.

Outcome Evaluation:

The quantitative outcome evaluation plan will utilize participant specific matched evaluation instruments and will address:

- The desired outcomes;
- The measure/indicator of the outcomes;
- Instruments used to measure the outcome;
- Participant outcomes;
- The participant follow-up evaluation design; and
- The participant follow-up maintenance scores.

Programs shall also be evaluated by the CSB/BHA using the National Outcome Measures (NOMs) pre- and post-test evaluations and NOMs social indicator data; if program participants are 12 to 17 years old.

2.0 QUALIFICATIONS OF APPLICANTS

The Applicant(s) should have and be able to demonstrate/provide:

- An active working relationship with the local prevention planning coalition;
- Documented need for the program based on needs assessment data;
- Knowledge and understanding of the criteria for evidence-based prevention programs;
- Knowledge, experience and expertise in the planning, development, implementation and evaluation of prevention programs;
- Knowledge of and experience in working with the targeted population;
- History of entering data into the KIT Prevention System on a minimum a monthly basis;
- That the evaluator who will be performing the services under the contract has the education in, knowledge of, and experience in evaluating substance abuse prevention programs.
- A copy of a commitment letter signed by the proposed program evaluator who will conduct the program evaluation under this RFA.

Only those who demonstrate that they possess this knowledge and understanding and who have experience in conducting the services required in this RFA shall be considered. The CSB's/BHA's evaluator who is awarded a contract as a result of this RFA shall be ready and able to begin work on the evaluation by the second month after the grant award/contract has been executed.

3.0 SCOPE OF WORK

The Contractor shall:

- 3.1 Ensure that appropriate organization structure, including roles of the local prevention planning coalition and collaborating agencies, and hiring, training and supervision of program and evaluation personnel is in place. (Programs shall be managed and conducted by CSB/BHA personnel; subcontracting for this initiative is prohibited.)
- 3.2 Recruit and orient program participants;
- 3.3 Conduct a minimum of three (3) cycles of the proposed program during this twelve (12) month grant funded period;
- 3.4 Conduct activities directed to retaining participants; and
- 3.5 Manage the process and outcome evaluation activities.

4.0 REPORTING AND DELIVERY REQUIREMENTS:

The Contractor(s) shall:

- Provide evidence of a contractual agreement with a qualified program evaluator;
- Immediately report any interruption in program delivery of staff availability and turnover;
- Report barriers to progress and specific suggestions and remedies that the Applicant(s) has identified to overcome such barriers;
- Submit a final report by no later than thirty (30) days after the end of the 12-month period to include a complete report on the process and outcome evaluation, a summary of the program activities and an itemized report of expenditures of all funds in the form of a budget and a budget narrative.

5.0 Application Preparation and Submission Requirements:

5.1 Specific Requirements of Application:

Applications should be as thorough and detailed as possible so that the evaluation team may properly evaluate your capabilities to provide the required services.

- **Narrative for sections 5.1.3-5.1.9 shall not exceed a total of twenty (20) pages.**
- Sections 5.1.1, 5.1.2, 5.1.10 and the Appendices are not included in this page limitation.

Applicants are required to submit the following items as a complete Application:

5.1.1 The return of this complete RFA signed and filled out as required.

5.1.2 Abstract of **no more than thirty lines** on one page that summarizes: the planning process (who, when and how); the community prevention plan objective and indicators addressed; the target population; the program; the proposed evaluator and budget.

5.1.3 **Planning Process:** Description of the planning process for this application including:

- who was involved including the target population;
- how decisions were made regarding the selection of the objective(s) and indicators to be addressed and evaluated, the target population, program and the proposed contract evaluator;
- the continuing roles of planning group members after the grant award; and
- participation of the planning group in the evaluation and reporting process.

Letters regarding participation in the planning process; commitment of continued planning group support for the program; letter(s) of agreement of the collaborative agency or group outlining responsibility; and letters committing resources shall be included in **Appendix A**.

5.1.4 **Documentation of Need:** A detailed documentation of need including:

- issues that are relevant to the prevention plan objectives and the population targeted for the program.
- related community, family, and individual risk factor data.

5.1.5 **Target Population:** Description of the target population including demographics, characteristics, and specific risk and protective factors (strengths).

5.1.6 **Selected Program:** Description of the program for evaluation including on:

- the name of the program and program contacts;
- a timeline of the program's use and significant activities;
- Specific information from KIT Prevention System Records on programs;
- the populations the program has been used with previously;
- any preparation or staff training planned prior to implementing the program;
- the specific components of the program, including number and length of sessions, description of participants and staff and extra-program activities;
- specific staff requirements;
- cultural and ethnic appropriateness of the program;
- efforts required to maintain fidelity in replicating the program; and
- summary of all previous evaluation activities and results.

5.1.7 Implementation: Implementation plan including:

- names and/or descriptions of all program and evaluation staff/positions of all agencies/groups working with the program. Name(s) and description of all proposed contract evaluator(s). Resumes and job descriptions of all staff and proposed contract evaluator shall be included in **Appendix B**.
- staff hiring and selection process;
- description of the organizational structure supporting the program;
- description of the staff's experience and qualifications to provide substance abuse prevention programming, in recruiting and retaining the target population;
- description of activities for recruiting and retaining program participants; and
- description of all participant support activities.

The detailed work plan listing organizational, programmatic, and evaluation steps, activities, and completion dates shall be included in **Appendix C**.

5.1.8 Evaluation: Evaluation plan including:

- description of the logic model for the program;
- description of the process and outcome evaluation processes including all of the elements listed in Section 1.0, Purpose and Background under Program Evaluation; and
- description of the research support for all evaluation activities.

All evaluation instruments shall be clearly marked and included in **Appendix D**.

5.1.9 Sustainability: A detailed description for a plan for continuation of the program evaluation when the grant period has ended. Include a description of activities during the funding period that contribute to the continuity of the evaluation.

5.1.10 Detailed budget and budget narrative: Develop a detailed budget and detailed budget narrative for the evaluation of the program. The budget shall include in-kind and fiscal support provided by the community. Indirect costs shall not exceed five percent (5%). The rate of fringe benefits must be listed separately from personnel salaries. The rate of fringe benefits may not exceed thirty percent (30%).

Attachments other than those listed above for the Appendices shall not be reviewed and will not be returned to the Applicant.

5.2 RFA Response:

In order to be considered for selection, Applicants must submit a complete response to this RFA. **One (1) original and four (4) copies** of each Application must be submitted to the Purchasing Agency. No other distribution of the Application shall be made by the Applicant.

5.2.1 Application Preparation: Applications shall be signed by an authorized representative of the Applicant. All information requested must be submitted. Incomplete applications may be considered non-responsive and, therefore, rejected. Applications that do not follow preparation instructions will not be considered. Applications should be prepared as simply as possible, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFA. For ease of review, **it is recommended that the application follow the order of the sections above, labeling each section clearly.** Each copy of the Application should be bound in a single volume where practical and all documentation submitted with the Application be bound in that single volume.

All narrative sections shall be prepared in **type no smaller than 12 points, with one inch margins, and double spaced lines not exceeding three lines per inch.**

Narrative for sections 5.1.3-5.1.9 shall not exceed a total of twenty (20) pages. Sections 5.1.1, 5.1.2, 5.1.10 and the Appendices are not included in this page limitation. No additional attachments will be reviewed.

5.2.2 Oral Presentation of Applications: Applicants who submit an Application in response to this RFA may be required to give an oral presentation of their Application to the DMHMRSAS selection team. This shall provide an opportunity for the Applicant to clarify or elaborate on the Application but shall in no way change the original Application. Oral presentations are an option of the agency and may not be conducted. Therefore, written Applications should be complete.

6.0 Application Evaluation Criteria:

6.1 Applications shall be evaluated by the DMHMRSAS using the following criteria:

- 6.1.1 Qualifications and experience of the Applicant in providing the proposed services
- 6.1.2 Qualifications and experience of the proposed contract evaluator in providing the proposed services.
- 6.1.3 Evidence that the program was selected by the prevention planning coalition, addresses prioritized risk factors and service gaps and is appropriate for the targeted population.
- 6.1.4 Technical merit of the proposed evaluation.
- 6.1.5 Soundness of the implementation timelines and assurances that the program services and evaluation activities shall be provided in a timely manner.
- 6.1.6 Evidence of ability to ensure cultural appropriateness of all materials and activities and the involvement of members of the targeted population in planning and implementing the program.
- 6.1.7 History of data entry into KIT Prevention System.
- 6.1.8 Evidence of ability to coordinate with other local, state and national efforts.

6.1.9 Evidence of ability to sustain the program evaluation after the end of the 12-month grant funding period.

6.1.10 Appropriateness and cost effectiveness of the proposed budget.

7.0 AWARD:

Selection shall be made of those Applicants deemed to be fully qualified and best suited among those submitting Applications on the basis of the evaluation factors above. Negotiations shall be conducted with the Applicants so selected. After negotiations have been conducted with each Applicant so selected, the agency shall select the Applicant which, in its sole opinion, has made the best Application, and shall award a contract to that Applicant. The agency may cancel this Request for Applications or reject Applications at any time prior to an award, and is not required to furnish a statement of the reason why a particular Application was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.) Should the DMHMRSAS determine in writing and in its sole discretion that only one Applicant is fully qualified, or that one Applicant is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Applicant. The award documents shall be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor's Application as negotiated.

Since the selection of a qualified program evaluator plays a major role in the evaluation and award determination of this RFA, DMHMRSAS reserves the right to reject any application, or cancel any award made where the evaluator is someone other than the person who was identified in the original application submitted by the CSB/BHA. In addition, written assurance will need to be provided by the awarded applicant that all staff who will be providing services as part of a contract awarded as a result of this RFA will be or are appropriately trained in the program curricula.

7.1 General Terms and Conditions:

7.2 VENDOR'S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dqs.state.va.us/dps under "Manuals."

7.3. Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

7.4 ANTI-DISCRIMINATION: By submitting their application, Applicants certify to the Commonwealth that they shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as

amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and ' 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, ' 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions shall be binding upon each subcontractor or vendor.

7.5 Ethics in Public Contracting: By submitting their Applications, Applicants certify that their Applications are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Applicant, supplier, manufacturer or subcontractor in connection with their Application, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

7.6 Immigration Reform and Control Act of 1986: By submitting their Applications, the Applicants certify that they do not and shall not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7.7 Debarment Status: By submitting their Applications, Applicants certify that they are not currently debarred from submitting Applications on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently

debarred from submitting Applications on contracts by any agency of the Commonwealth of Virginia.

7.8 Anti-Trust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

7.9 Mandatory Use of State Form and Terms and Conditions: Failure to submit an Application as required in this RFA may be a cause for rejection of the Application. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the Application; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a Application.

7.10 Clarification of Terms: If any prospective Applicant has questions about the specifications or other solicitation documents, the prospective Applicant should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation shall be made only by addendum issued by the buyer.

7.11 PAYMENT:

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days shall be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a

determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- 7.12 **Precedence of Terms:** Paragraphs 7.1-7.11 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- 7.13 **Qualification of Applicants:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Applicant to perform the work/furnish the item(s) and the Applicant shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Applicant's physical facilities prior to

award to satisfy questions regarding the Applicant's capabilities. The Commonwealth further reserves the right to reject any Application if the evidence submitted by, or investigations of, such or Applicant fails to satisfy the Commonwealth that such or Applicant is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

- 7.14 Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the DMHMRSAS.
- 7.15 Insurance: By signing and submitting an application under this solicitation, the Applicant certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Applicant further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence (only applicable if automobile is to be used in the contract.)
- 7.16 Testing and Inspection: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.
- 7.17 Changes to the Contract: Changes can be made to the contract in any one of the following ways:
1. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be

performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
2. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

7.18 Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Contracting agency will publicly post such notice on the DMHMRAS Office of Administrative Service's bulletin board located on the 1st floor of the Jefferson Building – 1220 Bank Street, Richmond, Virginia 23219 for a minimum of 10 days.

7.19 Drug-Free Workplace: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 7.20 Default: In case of failure to deliver services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- 7.21 Nondiscrimination of Contractors: An applicant shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the applicant employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

8.0 **SPECIAL TERMS AND CONDITIONS:**

- 8.1 Audit: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 8.2 Availability of Funds: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 8.3 Obligation of Applicant: By submitting a Application, the Applicant covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he shall not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding of lack of information.
- 8.4 Cancellation of Contract: The Contracting Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. In the event of cancellation, the Purchasing Agency shall be liable for only those services delivered through the date cancellation is effective.

- 8.5 Ownership of Material: Ownership of all data, material and documentation originated and prepared for the State pursuant to the RFA shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary.
- 8.6 Renewal of Contract: The contract awarded as a result of this RFA may be renewed or extended by the Commonwealth for a period of up to twelve (12) months under the terms and conditions of the original contract. Written notice of the Commonwealth's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.
- 8.7 Prevailing Laws: All services provided by Contractor pursuant to this agreement shall be performed to the satisfaction of the Agency, and in accord with all applicable federal, state and local law, ordinance, rules and regulations. Contractor shall not receive payment for work found by the Agency to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
- 8.8 Subcontracts: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 8.9 Method of Payment: Payments shall be made as negotiated and outlined in the contract documents.
- 8.10 Confidentiality: The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients shall be collected and held confidential, during and following the term of this agreement, and shall not be divulged without the individual's and the Agency's written consent. Any information to be disclosed, except to the Agency, must be in summary, statistical, or other form which does not identify particular individuals.
- 8.11 Criminal History: The Contracting Agency reserves the right to restrict activities required to provide the services herein to only those persons who are without criminal conviction. This restriction shall not relieve the contractor of any requirements herein. Upon request of the Agency, the contractor shall obtain a criminal history background check on any person, employee or subcontractor used for the delivery of services herein. The CSB may, in its sole decision, determine that an individual possessing a criminal conviction poses no risk or threat to the Agency, its employees or clients, and may waive this restriction on a case-by-case basis.
- 8.12 Copyrights: The Contractor assures that, unless otherwise provided by the terms of any agreement negotiated, when material is developed in the course of the agreement which can be copyrighted, the Contractor may copyright the material or permit others to do so. However, the U.S. Department of Health and Human Services, the Commonwealth of Virginia, the Department of Mental Health, Mental Retardation and Substance Abuse Services shall have royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the material developed under

this Agreement. The Contractor hereby agrees to allow DMHMRSAS to reproduce, publish, or otherwise use material which may be previously copyrighted for use under any agreement which is a direct result of this solicitation.